

mortgagee, and recorded in said RMC Office in Real Estate Mortgage Book 1208 at page 271.

The above two mortgages have been modified by instrument dated September 30, 1971 and recorded in said RMC Office in Mortgage Book 1208 at page 279 for the purpose of inserting cross-default provisions in the two mortgages.

The two above mortgages, as the same have been modified and amended, are hereinafter called the "mortgages."

NOW, THEREFORE, the parties mutually agree as follows:

1. Mortgagee hereby (a) represents that it is the sole owner and holder of the mortgages and of the entire indebtedness secured thereby, (b) consents to said Lease as it has been amended and (c) covenants and agrees with Lessee that Mortgagee, or any person claiming by, through or under it shall not in the exercise of any of the rights arising out of either or both of the mortgages or the debt secured thereby deprive Lessee of possession or the right to possession of the premises demised by said Lease, or of any other right granted to Lessee in said Lease as it has been amended, for any reason other than a breach by Lessee of the covenants of said Lease, which would entitle the Lessor to dispossess the Lessee.

2. Should Mortgagee or any other person come into possession of or ownership of the title to said premises through foreclosure of either or both of the mortgages, or through the sale of the premises pursuant to or by virtue of either or both of the mortgages, or on account of the existence of the debt secured thereby, said Lease shall not be terminated by or on account of any such act or event and Lessee shall pay the rent required to be paid by it to the party or parties properly entitled to receive the same, and any person acquiring title by foreclosure or through or by virtue of any such sale or in any other manner shall take title subject to said Lease as it has been amended.

3. Subject to paragraphs 1 and 2 above, the lien of the Lease and the rights of Lessee thereunder are subordinated to the two mortgages.

THIS AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents